

**TROY CITY
FINANCE COMMITTEE AGENDA
REGULAR MEETING
July 24, 2014
6:00 P.M.**

**TROY CITY COUNCIL AGENDA
REGULAR MEETING**

**August 7, 2014
7:00 P.M.**

Pledge of Allegiance
Roll Call
Good News Agenda
Vacancy List

Pursuant to Section 2.72-2 entitled "Public Forum" of the Special Rules of Order of the Troy City Council a period of time shall be designated during each regular or special meeting of the City Council as a public forum during which citizens of the City shall be permitted to address the Council on legislation on that meeting's agenda and on any subject appropriate to the conduct of Troy City government. Length of time allotted for citizen comment shall be no longer than five (5) minutes per speaker. At the completion of the agenda, citizen's comment shall be no longer than five (5) minutes per speaker appropriate to any subject to the conduct of Troy City government.

LOCAL LAW

ORDINANCES

48. Ordinance Authorizing and Directing Sales by the Private Sale Method of City-Owned Real Properties. (Council President Wiltshire) (At the Request of the Administration)
49. Ordinance Amending the 2014 City Budget to Accept Funds from the New York State Department of Criminal Justice Services for the Purpose of Furthering the Efforts in Implementation of the City of Troy and Rensselaer County Joint Task Force. (Council President Wiltshire) (At the Request of the Administration)
50. Ordinance Amending the 2014 Special Revenue Budget to Accept a New York State Homeland Security Grant for the Purchasing of Various Equipment as Provided Under the FY2013 Tactical Team Grant Program. (Council President Wiltshire) (At the Request of the Administration)
51. Ordinance Amending the 2014 City Budget to Transfer Funds Within the General Budget Lines. (Council President Wiltshire) (At the Request of the Administration)
52. Ordinance to Amend the FY 2014 Budget in the Amount of \$7,000 to be Received from the NYS Governor's Traffic Safety Committee and Appropriate the Funds to the Troy Police Department Accounts in the Same Amount for Expenditure. (Council President Wiltshire) (At the Request of the Administration)

RESOLUTIONS

61. Resolution Appointing Commissioners of Deeds for the City of Troy. (Council President Wiltshire) (At the Request of the Administration)
62. Resolution Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs of a Transportation Federal-Aid Project, and Appropriating Funds Therefore. [Pawling Avenue Signal] (Council President Wiltshire, Council Member Kopka, Council Member Sullivan-Teta and Council Member Galuski) (At the Request of the Administration)

63. Resolution Authorizing the Implementation and Funding in the First Instance 100% of the Federal-Aid and State "Marchiselli" Program-Aid Eligible Costs of a Transportation Federal-Aid Project, and Appropriating Funds Therefore. **[Spring Avenue Bridge]** (Council President Wiltshire, Council Member Kopka, Council Member Sullivan-Teta and Council Member Galuski) (At the Request of the Administration)
64. Resolution Authorizing the Mayor to Enter into a Three (3) Agreement with Bonadio & Company for Auditing Service for the Fiscal Years 2013-2015. (Council President Wiltshire) (At the Request of the Administration)

**ORDINANCE AUTHORIZING AND DIRECTING SALES BY THE PRIVATE SALE METHOD OF
CITY-OWNED REAL PROPERTIES**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Pursuant to Section 83-8 of the Troy Code, the Bureau of Surplus Property accepted bids at private sale on the hereinafter described properties as outlined below.

Section 2. The Mayor is hereby authorized and directed to sell and convey the hereinafter described real property to the following named purchasers for the sums below indicated which is hereby determined to be a fair price for the same without the necessity of competitive bidding and upon the terms and conditions set forth below.

Section 3. The Mayor is hereby empowered to execute and deliver to the said bidder or bidders a quit claim deed conveying said premises hereinafter described, but said conveyance is to be made expressly subject to the conditions hereinafter set forth.

Section 4. The purchaser, purchase price and terms and conditions of sales are as follows:

PROPERTY	PURCHASER	PRICE
1. 884 Third Avenue	Adis Saljanin	\$1,000.00
2. 11 St. Michael's Avenue	Gregory & Meredith Bacher	\$500.00
3. Congress Street	River King Development, LLC	\$750.00

TERMS AND CONDITIONS: Properties will be conveyed to the prospective purchasers by Quit Claim Deed and be subject to any easement or restriction of record. Further;

- A. Purchaser shall be liable for and pay all closing costs related to this sale including, but not limited to: filing fees, deed stamps, survey, title report, environmental reports & cleanup and attorneys fees.

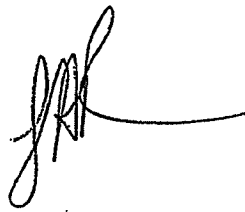
Section 5. This Ordinance shall take effect immediately.

Approved as to form, July 17, 2014

Ian H. Silverman, Esq., Corporation Counsel

THE CITY OF
TROY
Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: July 7, 2014
Re: Private sale application submitted by: Adis Saljanin
Location: 884 Third Avenue (80.24-3-28)



Please find a request from Adis Saljanin in regard to purchasing the property located at 884 Third Avenue. This parcel is classified as a three family residence.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Please review the application attached herewith in case you do not want this individuals application to be forwarded to the City Council for decision.

Adis Saljanin owns 1641 Fifth Avenue, 1647 Fifth Avenue, 234 Second Avenue, 232 Second Avenue, 136 Fifth Avenue and 503 First Street in the City of Troy (see attached). Verification of Comptroller's records show Adis Saljanin does not owe any back taxes and has not been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

CITY OF TROY

PRIVATE SALE REQUEST FORM

884 Third Ave 80.24-3-28 three family
Property Location Tax Map# Description

PURCHASE PRICE 1000,00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE This property will be used as a
3 family residential. It will be a 3 unit property
The owner will not reside at this property.

SUMMARY OF IMPROVEMENTS I will fix everything that needs to be
fixed paint all the apartment clean up backyard from bushes
I do work myself. Estimated Total Costs \$ 6,000

Present Number of Units 3 ☐ Owner Occupancy. yes Residential ☒
Proposed Number of Units no Commercial
Vacant Lot

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** Adis Saljanin Company/LLC**
(please print)

 Principals
(please print)

Address 657 Waite Rd

Clifton Park NY 12065

Phone # 518-346-0311

Adis Saljanin
(Signature)

(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

Owner Name	SWIS	Year	Parcel Id	Street Name	Prop Class	Total AV	Active
Saljanin, Adis	381700	2014	101.53-15-13	1641 Fifth Ave	481	100,000	A
Saljanin, Adil	381700	2014	101.53-15-10	1647 Fifth Ave	230	101,000	A
Saljanin, Adis	381700	2014	90.30-2-5	234 Second Ave	220	62,000	A
Saljanin, Adis	381700	2014	90.30-2-6	232 Second Ave	220	78,000	A
Saljanin, Adis	381700	2014	90.39-5-37	136 Fifth Ave	220	51,000	A
Saljanin, Adis	381700	2014	111.52-6-5	503 First St	230	115,000	A

80.243-28	381700 Troy	Active	R/S: 1	School: Lansburg Csd
City of Troy, NY 0106	Roll Year: 2014 Curr Yr	3 Family Res		Land AV: 8,800
884 Third Ave	Land Size: 0.07 acres			Total AV: 90,000

Owner	Total: 1	Site	Total: 1
Name: City of Troy, NY 0106		Pipcks: Nbhd Cd: Sewer: Water: Utilities:	
Addl Addr:		3 Family Rte 17111 Comm/pul Comm/pul Gas & ele	
Street: 433 River St			
PO Box:			
City: Troy, NY	Zip: 12180		

Taxable Value	Miscellaneous	Land	Total: 1
County: 0	Book: 6955	Type: FF: Depth: Acres: Sqft:	
Munic: 0	Page: 44	Primary 25.00 120.00 0.07 0	
School: 90,000	Mortg:		
	Bank:		
School a filer Star: 90,000	Acct No: 1703270		

ale	Total: 2	Building	Total: 1
ook Page Sale Date Sale Price Owner		Bldstyle: 08 Old style	Ext Wall: 03
955 44 10/03/13 1 City of Troy, NY		Slla: 3282	Yr Built: 1890
9 1954 08/29/97 60,400 Hurlburt, Donald		Baths: 3 1/2 Baths: 0	Eff Yr Bld: 0
		Beds: 9	Cond: Fair

Exemption	Total: 1	Improvement	Total: 1
Code	Amount Year Own Pct	Type Name Dim1 Dim2 SQFT Yr Built	
13401 City Tax Sale 1	90,000 0 0	RP4 Porch-encl: 5.00 26.00 130.00 1890	

Special District	Total: 2	Value /
Code	Units Pct Type Move Tax	
L017 Troy Public Li	.00 .00	.00
ECY1 Recycling	3.00 .00	.00

SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:


Ward & Plate: 1703270 884 THIRD AVE frontage and depth: 25 x 120 being the same premises described in Book 69 of Deeds at Page 1954 in the Rensselaer County Clerk's Office and being the same premises in the 2012 City of Troy Assessment Rolls as Tax Map Number 80.24-3-28 In Rem Serial No. AY0106 (HURLBURT DONALD & KATHY)



ROW

Inter-Office Memorandum
Assessors' Office

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: July 7, 2014
Re: Private sale application submitted by: Gregory & Meredith Bacher
Location: 11 St. Michael's Avenue (111.84-4-11)



Please find a request from Gregory & Meredith Bacher in regard to purchasing the property located at 11 St. Michael's Avenue. This parcel is classified as vacant land.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Please review the application attached herewith in case you do not want this individuals application to be forwarded to the City Council for decision.

Gregory & Meredith Bacher own 11 Mechanic Street in the City of Troy. Verification of Comptroller's records show Gregory & Meredith Bacher do not owe any back taxes and have not been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

RECEIVED
JUL 02 2014
ASSESSORS
OFFICE

CITY OF TROY
PRIVATE SALE REQUEST FORM

11 St. Michael's Ave 111.84-4-11 Vacant Land
Property Location Tax Map# Description
PURCHASE PRICE Five Hundred Dollars \$ 500.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE New Construction - two family house
w/ off Street Parking

SUMMARY OF IMPROVEMENTS Clear lot, Submit plans
obtain permit, construction (Contract
foundation, self contract to erect Estimated Total Costs \$ 80K

Present Number of Units X Owner Occupancy yes X Residential X
Proposed Number of Units 2 no Commercial
Vacant Lot

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** Gregory J. Bacher Company/LLC** NA
(please print)

Meredith I. Bacher Principals Gregory J Bacher
(please print) Meredith I Bacher

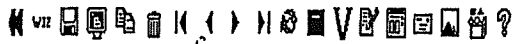
Address 11 Mechanic St Troy

Phone # 802-287-1316

Greg J Bacher
(Signature)
Meredith I Bacher
(Signature)

**If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.

File Edit View Toolbar Window Help



111.68-7-1 381700 Troy Active Snapshot 1/5:1 School Enlarged Troy
Bacher, Gregory J Roll Year: 2014 Curr Yr 1 Family Res Land AV: 8,400
11 Mechanic St Land Size: 0.06 acres Total AV: 80,000



Parcel 111.68-7-1

- History
- Assessment
 - Spec Dist(s)
 - Notes
- Description
- Owner(s)
- Images
- GIS
- Site (1) Res
 - Land(s)
 - Bldg
 - Valuation

Owner Tax Bill Mailing Address 3rd Party Address Bank

Total 1 Owners: To open, click the appropriate row (Right Click to Add)

Last Name / Company: First Name: MI: Jr., Sr., etc:
Bacher Gregory J

Attention To / In Care Of: Additional Address:

Street No: Prefix Dir: Street / Rural Route: St Suffix: Post Dir: Unit Name: Unit No:
4522 Route 31

Po Box No: City/Town: State: Zip Code:
Poultney VT 05764

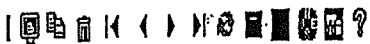
Country: enter if not "USA" Bar Cdt: Ownership: e.g. Life Use Owner Type:
P = Primary

Owner's Primary Residence

☐

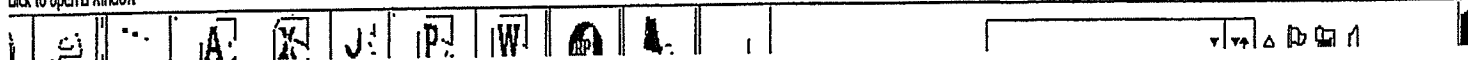


File View Toolbar Help



381700 Troy Active R/S:1 School Enlarged Troy
 of Troy, AX0024 Roll Year: 2014 Curr Yr Res vac land Land AV: 13,000
 St Michaels Ave Land Size: 0.13 acres Total AV: 13,000

ner re: City of Troy, AX0024 Addr: st: 433 River St Ste 5001 loc: Troy, NY Zip: 12180-	Total 1 Miscellaneoue Book: 6393 Page: 330 Mortg: Bank: Acct No: 0607440	Site Total 1 Popck: Nbhd Cd Sewer Water Utilities Res vac la 17911 Comm/pul Comm/pul Gas & ele
cable Value ty: 0 i: 0 xot 13,000 after Star: 13,000		Land Total 1 Type: FF: Depth: Acres: Sqft Primary 75.00 75.00 0.13 0
Total 2 Page Sale Date Sale Price Owner 330 08/02/12 1 City of Troy, AX0 295 08/19/04 1 Laranjo, Elfreda		Building Total 0
option Total 1 Amount Year Own Pct 11 City Tax Sale 13,000 0 0		Improvement Total 0 Type Name Dim1 Dim2 SQFT Yr Built
ial District Total 1 Units Pct Type Move Tax 7 Troy Public Li .00 .00 .00		



SCHEDULE "A"

ALL Those Certain Tracts, Pieces, Lots or Parcels of Land, together with improvements thereon, if any hereinafter, each being situate in the City of Troy, County of Rensselaer, State of New York:

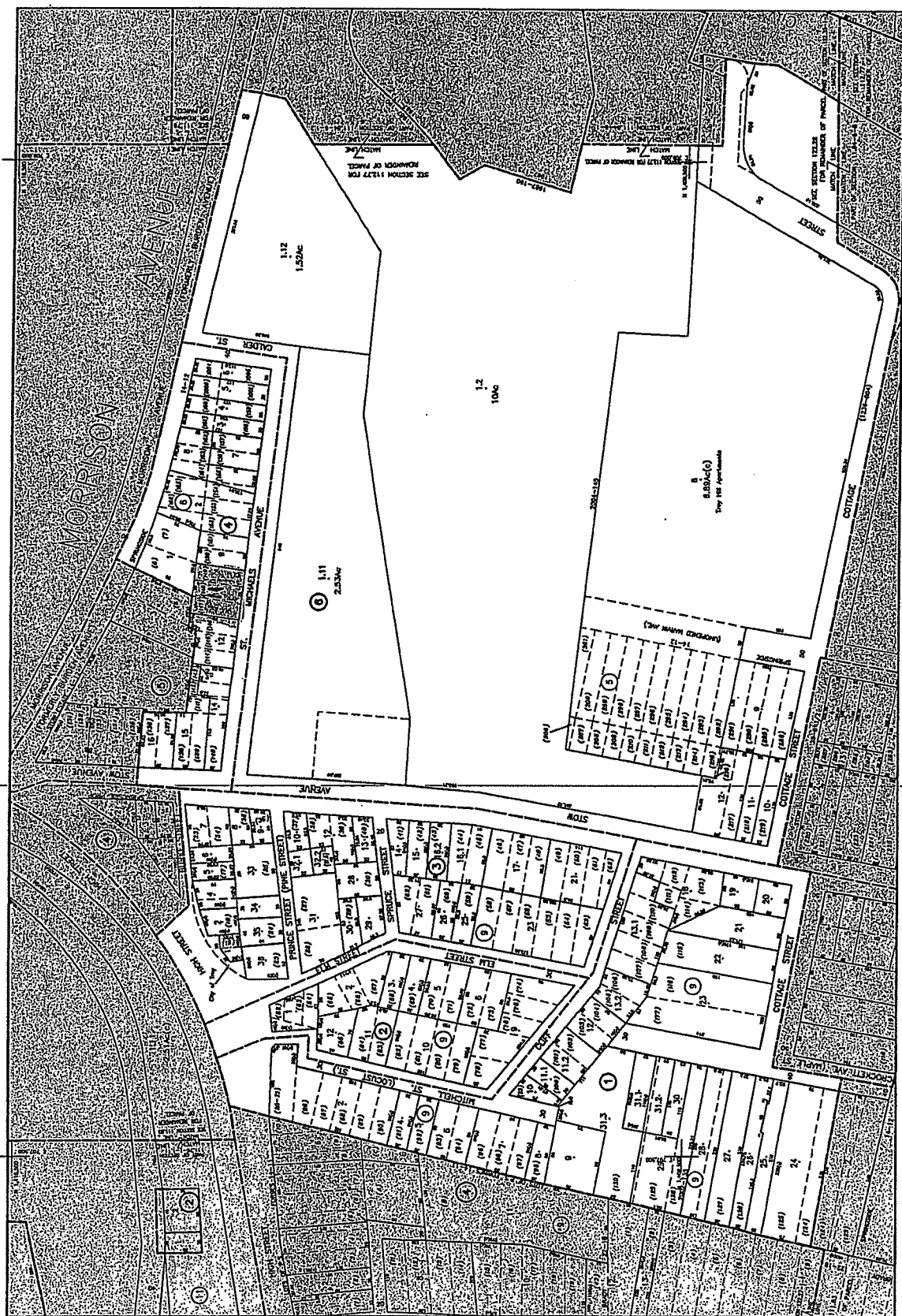
Ward & Plate 0607440: 11 St. Michael's Avenue; frontage and depth 50.00 x 75.00 feet being the premises described in Book 1431 at page 295 in the Rensselaer County Clerk's Office and being the same premises in the 2004 City of Troy Assessment Rolls and Tax Map Number 111.84-4-11. In Rem Serial No. AX0023 (Elfreda Laranjo)

ALSO:

Ward & Plate 0607450: St. Michael's Avenue; frontage and depth 25.00 x 75.00 feet being the premises described in Book 1528 at page 165 in the Rensselaer County Clerk's Office and being the same premises in the 1989 City of Troy Assessment Rolls and Tax Map Number 111.84-4-10. In Rem Serial No. AX0024 (Joseph F. Talbot Jr.)

ALSO:

NOTE: The parcels herein were merged for the 2013 City of Troy Assessment Rolls to form one parcel designated with the address of 11 St. Michael's Avenue with SBL# of 111.84-4-11 and merged dimensions of 75.00 x 75.00 feet.



SCALE: PROPERTY MAP
SHEET NO. 111.84
PROPERTY OF THE RENSSELAER COUNTY PLANNING BOARD

DATE OF MAP: 11/11/11
DATE OF REVISION: 2-11-11
BY: [Signature]
FOR: [Signature]

DATE OF MAP: 11/11/11
DATE OF REVISION: 2-11-11
BY: [Signature]
FOR: [Signature]

DATE OF MAP: 11/11/11
DATE OF REVISION: 2-11-11
BY: [Signature]
FOR: [Signature]

111.84

CITY OF TROY
RENSSELAER COUNTY, NEW YORK


LYNN L. LADD
111.84



Inter-Office Memorandum
Assessors' Office

RBW

To: Mayor Lou Rosamilia
CC: Sharon Martin, Assessor
From: Adrienne LeDuc-Waugh, Assessment Clerk
Date: July 7, 2014
Re: Private sale application submitted by: River King Development LLC
Location: Congress St. (100.60-3-13)



Please find a request from River King Development LLC in regard to purchasing the property located at Congress Street. This parcel is classified as vacant land.

The parcel has already been through the necessary process to enable the City of Troy to offer the sale of this parcel to the public. Please review the application attached herewith in case you do not want this individuals application to be forwarded to the City Council for decision.

River King Development purchased 155 River Street on June 2, 2014. Verification of Comptroller's records show River King Development LLC does not owe any back taxes and has not been foreclosed upon in the past.

Herewith find the tax map and other information from the city's database.

Please advise me of your decision and if acceptable, I will forward this information to the appropriate Departments for input.

*More accurately described as:

Northerly Corner of Congress Street and Dock St., Being a parcel 30±, by 73± and contiguous with parcel already owned by purchaser.

CITY OF TROY
PRIVATE SALE REQUEST FORM

155 River St. (rear) GBL # 100.60-3-13 Old Dock Street
Property Location Tax Map# Description

PURCHASE PRICE \$ 750.00

NOTE: Within 30 days of the City Council approval; the purchase price, prorated taxes, recording fees and closing costs must be paid before a closing will be scheduled.

PROPOSED USE Parking

SUMMARY OF IMPROVEMENTS N/A Parking

Estimated Total Costs \$ N/A

Present Number of Units _____ ☐ Owner Occupancy yes _____ Residential _____
Proposed Number of Units _____ no _____ Commercial _____
Vacant Lot ☒

The Deed from the City will be composed using the name/names exactly as shown below:

Name(s)** _____ Company/LLC** River King Development LLC
(please print)

(please print)

Principals Russell J. Brooks

Joanne S. Brooks

Address 1918 E. Country Club Dr.

Niskayuna NY 12309

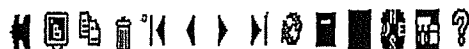
Phone # 374-4649

(Signature)

(Signature)

****If more than one individual, partner, shareholder or member, attach additional sheets providing the names, home addresses and telephone numbers of each. PO Boxes are not acceptable. Each must sign the Request Form. NOTE: The property will be sold "as is" with absolutely no warranty or guaranty, expressed or implied.**

RKD is the new owner of 155 River St.

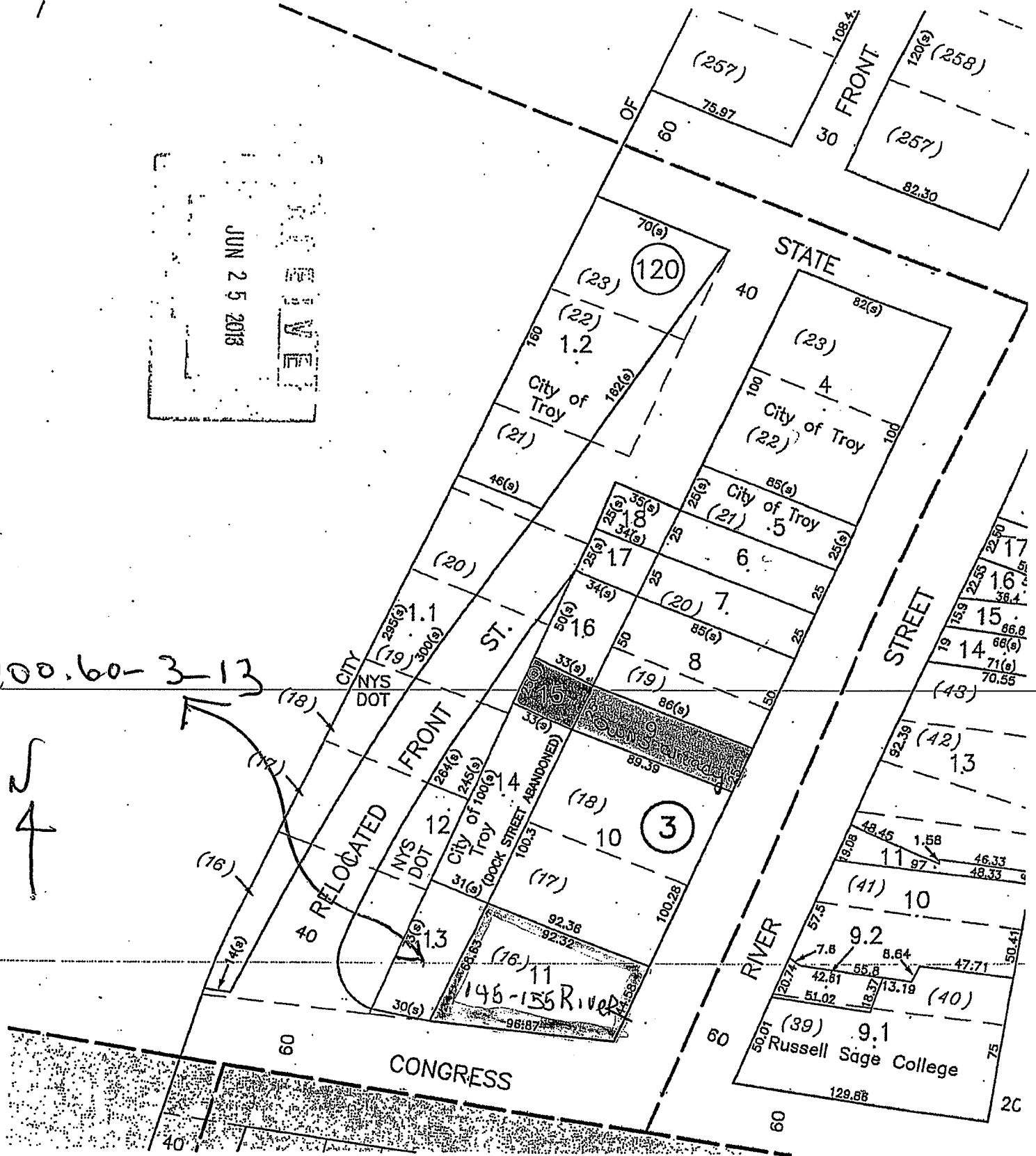


100.60-3-13		381700 Troy		Active	R/S: 8	School: Enlarged Troy I
City of Troy		Roll Year: 2014 Next Yr		Vacant comm		Land AV: 7,500
Congress St		Land Size: 0.05 acres				Total AV: 7,500
Owner Total: 1 Name: City of Troy Add Addr: Street: 433 River St Ste 5001 PO-Box: City: Troy, NY Zip: 12180-				Site Total: 1 Prpcls: Nbhd Cdt Sewer: Water: Utilities: Vacant con 17001 Comm/pul Comm/puGas & ele		
Taxable Value County: 0 Muni: 0 School: 0 Village: 0 Schl after Star: 0		Miscellaneous Book: Page: Mortg: Bank: Acct No: 0200031		Land Total: 1 Type: FF: Depth: Acres: Sqft: Primary 0 0 0.05 0		
Sale Total: 0 Book Page Sale Date Sale Price Owner				Building: Section: Total: 0		
Exemption Total: 1 Code Amount Term Own Pct 13370 CITY OWNED 7,500 0 0				Improvement Total: 0 Type Name Dim1 Dim2 SQFT Yr Built		
Special District Total: 0 Code Units Pct Type Value / Move Tax						

Parcel Id	SWIS	Year	Owner Name	Street Name	Prop Class	Total AV	Active
100.60-3-1.1	381700	2015	NYS Dot	Front St	330W	77,000	A
100.60-3-1.2	381700	2015	City of Troy	Front St	331W	105,000	A
100.60-3-4	381700	2015	City of Troy	189-191 River St	653	3,755,000	A
100.60-3-6	381700	2015	Hisert, Richard	179 River St	481	430,000	A
100.60-3-7	381700	2015	Hisert, Richard A	177 River St	481	360,000	A
100.60-3-8	381700	2015	Troy Riverwalk LLC	171 River St	481	90,000	A
100.60-3-9	381700	2015	Bedarling Properties, LL	169 River St	481	360,000	A
100.60-3-10	381700	2015	360 Asset LLC	159 River St	481	500,000	A
100.60-3-11	381700	2015	RiverKing Development	145-155 River St	481	350,000	A
100.60-3-12	381700	2015	NYS Dot	Front St	438	35,000	A
100.60-3-13	381700	2015	City of Troy	Congress St	330	7,500	A
100.60-3-14	381700	2015	Captain Cash	Front St (East of)	330	11,500	A
100.60-3-15	381700	2015	BeDarling Properties LLC	Front St (East of)	330	3,000	A
100.60-3-16	381700	2015	Troy Riverwalk LLC	Front St (East of)	330	6,000	A
100.60-3-17	381700	2015	Hisert Richard	Front St	330	3,000	A
100.60-3-18	381700	2015	Hisert Richard A	Front St	330	3,000	A

UNCLASSIFIED
JUN 25 2013

54



ORDINANCE AMENDING THE 2014 CITY BUDGET TO ACCEPT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES FOR THE PURPOSE OF FURTHERING THE EFFORTS IN IMPLEMENTATION OF THE CITY OF TROY AND RENSSELAER COUNTY JOINT TASK FORCE

The City of Troy convened in City Council, ordains as follows:

Section 1. The City of Troy 2014 budget is herein amended as set forth in Schedule A entitled:

Gun Involved Elimination Partnership (GIVE) _ 2014 Expenses

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form, July 21, 2014

Ian H. Silverman, Esq., Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2014 Operating Budget to accept funds from the NYS Department of Criminal Justice Services for the purpose of furthering the efforts in implementation of the City of Troy and Rensselaer County Joint Task Force.

Summary of Provisions: The Police Department will receive grant monies from the Division of Criminal Justice Services for the purpose of furthering the implementation efforts of the City of Troy and Rensselaer County Joint Task Force. This grant has authorized the hiring including salary and benefits of an Enforcement, Gun Crime Prosecutor and Field Investigator Officer. The grant period is from July 1, 2014 through June 30, 2015. The expenditures allocated in this budget amendment reflect those expenses anticipated in fiscal year 2014. The remaining funds and appropriations of this grant will be allocated in the proposed 2015 City Budget.

Present Law: N/A

Overall Budget Fiscal Impact: Fully reimbursed.

SCHEDULE A

GIVE Grant - 2013 Expenses

Department	Account No.	Description	Current Budget	Change (+ / -)	Revised Budget
General Fund - Expenditures A960					
Police Department	A3120-0103-0037	GIVE (Formerly IMPACT)Overtime Consultant Services - Finn Institute	\$80,000	40,000	\$120,000
Police Department	A3120-0409-0416	(Crime Analyst)	\$36,000	\$36,000	\$72,000
Total Expenditure Increase				<u>\$76,000</u>	
General Fund - Revenue A510					
State Aid	A3000-4389-0000	New York State GIVE (Formerly IMPACT) Division of Criminal Justice Services	\$241,000	\$76,000	\$317,000
Total Revenue Increase				<u>\$76,000</u>	



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES

Alfred E. Smith Office Building
80 South Swan Street
Albany, New York 12210
<http://criminaljustice.ny.gov>

ANDREW M. CUOMO
GOVERNOR

MICHAEL C. GREEN
EXECUTIVE DEPUTY COMMISSIONER

May 1, 2014

Mr. Arthur F. Glass
Acting District Attorney
Rensselaer County District Attorney's Office
County Court House
Congress & 2nd St., 3rd Floor
Troy, NY 12180

Mr. John Tedesco
Chief
Troy City Police Department
55 State Street
Troy, NY 12180

Dear Acting District Attorney Glass and Chief Tedesco:

On behalf of the NYS Division of Criminal Justice Services (DCJS), I am pleased to announce that your Gun Involved Violence Elimination (GIVE) Partnership will receive \$594,158 for NYS fiscal year 2014 – 2015. DCJS anticipates that these funds will be utilized by your partnership to support targeted firearm and violent crime reduction efforts within the designated jurisdictions.

The enclosed spreadsheet represents your county's entire budget request for GIVE. The "**Awarded Budget**" column reveals the amount of funding approved by DCJS for each individual request.

The process DCJS utilizes to make GIVE award decisions is deliberate and focuses on awarding funds to positions and items justified as being critical to the successful implementation of the proposed strategies. Participating agencies are expected to use the approved budget in the "Awarded Budget" column when developing this year's GIVE contract. Although DCJS may permit minor adjustments to be made to agency budgets, such budget reallocation requests are not encouraged and must be made in writing by the head of the participating agency. Requests for budget reallocations on GIVE contracts will be carefully scrutinized by the Deputy Commissioner of the DCJS Office of Public Safety to ensure the requested budget amendment is consistent with the overall GIVE strategy being employed. DCJS reserves the right to approve or deny any budget reallocation request. Reallocation requests must be made in a timely manner, and grantees must receive approval from DCJS before moving forward with any of the expenditure(s) involved in the reallocation.

We look forward to working with you through GIVE and providing you with support in your efforts to reduce shootings, homicides and firearm related violent crime in your jurisdiction. In addition, as one of our GIVE partners, you are now part of the GIVE network. Our team in the DCJS Office of Public Safety, led by Deputy Commissioner Mike Wood and Director Johanna Sullivan, will be contacting you to assist with the implementation of your GIVE strategies and provide you with further information on the network. If you have any questions concerning this award or GIVE, please contact Deputy Commissioner Wood or Director Sullivan at 518-485-7620.

DCJS Office of Program Development and Funding staff will be contacting the individuals listed in your application as your partnership agencies' "primary contacts," to assist in contract preparation. In the meantime, if you have any questions concerning the contract process, please contact Program Representative Paul Chesley at (518) 457-5919.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael C. Green". The signature is fluid and cursive, with the first name "Michael" and last name "Green" being clearly legible.

Michael C. Green
Executive Deputy Commissioner

MCG:AMS:pr
Enclosure

Rensselaer

POLICE DEPARTMENT BUDGET

PERSONNEL		Requested Budget	Awarded Budget
Job Title / Position			
	FIO - cost is \$87,243 inclusive of Salary & Fringe	\$87,234	\$87,234
Fringe Benefits for Positions			
	FIO - cost is \$87,243 inclusive of Salary & Fringe		
Overtime to Support Initiatives/Strategies			
	Enforcement/Investigative Component: 4 Patrolman @10hrs/wk. x\$45x52 wks.	\$93,600	\$40,000
	1 Sgt @ 10hrs/wk. x\$55 x 52 wks.	\$28,600	\$12,000
	Firearms Interdiction & Narcotics Suppression Cost \$50,000 - 800 hrs. OT	\$50,000	\$20,000
	Traffic Stops/Hot Spots: 1 Sgt @ 5hrs/wk. x \$55 x52 wks.	\$14,300	\$7,000
TOTAL PERSONNEL		\$273,734	\$166,234
OTHER EXPENSES / SUPPLIES			
	4 Cameras & Microphones	\$14,400	\$7,200
	ARC GIS Software	\$2,700	\$2,700
	Street Outreach Workers: Staff, Benefits, Training, Space, Supplies etc.	\$45,000	\$32,819
			\$0
TOTAL SUPPLIES		\$62,100	\$42,719
CONSULTANT SERVICES			
	Finn Institute- Organizational Devel & Performance Assessment Cost	\$34,630	\$34,630
	Finn Institute- Crime Analyst	\$72,000	\$72,000
TOTAL CONSULTANT SERVICES		\$106,630	\$106,630
TRAVEL & TRAINING			
	Travel to DCJS Sponsored Events	\$5,000	\$2,000
TOTAL TRAVEL & TRAINING		\$5,000	\$2,000
POLICE DEPARTMENT TOTAL		\$340,834	\$317,583

DISTRICT ATTORNEY'S OFFICE BUDGET

PERSONNEL		Requested Budget	Awarded Budget
Job Title / Position			
	Gun Crimes Prosecutor	\$80,000	\$80,000
	Investigator FTE	\$52,019	\$52,019
	Investigator FTE	\$52,019	\$0
Fringe Benefits for Positions			
	Gun Crimes Prosecutor	\$32,000	\$32,000
	Investigator FTE	\$20,007	\$20,007
	Investigator FTE	\$20,007	\$0
TOTAL PERSONNEL		\$256,052	\$184,026
TRAVEL & TRAINING			
	Travel to DCJS Sponsored Events	\$5,000	\$1,000
TOTAL TRAVEL & TRAINING		\$5,000	\$1,000
DISTRICT ATTORNEY'S OFFICE TOTAL		\$261,052	\$185,026

SHERIFF'S OFFICE BUDGET		
PERSONNEL	Requested Budget	Awarded Budget
Overtime to Support Initiatives/Strategies		
NO FUNDING REQUESTED		
TOTAL PERSONNEL	\$0	\$0
SHERIFF'S OFFICE TOTAL	\$0	\$0

COUNTY PROBATION BUDGET		
PERSONNEL	Requested Budget	Awarded Budget
Job Title / Position		
FIO I	\$53,496	\$53,496
Fringe Benefits for Positions		
FIO I	\$12,053	\$12,053
Overtime to Support Initiatives/Strategies		
PO's 2x's a week for social media monitoring	\$7,000	\$0
OT Details	\$40,000	\$20,000
Pre-Violation Committee	\$7,200	\$5,000
TOTAL PERSONNEL	\$119,749	\$90,549
TRAVEL & TRAINING		
Travel to DCJS Sponsored Events	\$5,000	\$1,000
TOTAL TRAVEL & TRAINING	\$5,000	\$1,000
COUNTY PROBATION TOTAL	\$124,749	\$91,549

COUNTY GRAND TOTAL - \$726,635 \$594,158

**ORDINANCE AMENDING THE 2014 SPECIAL REVENUE BUDGET TO ACCEPT A NEW YORK
STATE HOMELAND SECURITY GRANT FOR THE PURCHASING OF VARIOUS EQUIPMENT AS
PROVIDED UNDER THE FY2013 TACTICAL TEAM GRANT PROGRAM**

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2014
Special Revenue Budget is herein amended as set forth in Schedule A entitled:

“Public Safety – Police
NYS Homeland Security Tactical Team Grant Program

which is attached hereto and made a part hereof.

Section 2. This act shall take effect immediately.

Approved as to form, July 21, 2014

Ian H. Silverman, Esq., Corporation Counsel

MEMORANDUM OF SUPPORT FOR AMENDING
THE 2014 SPECIAL REVENUE BUDGET

Title: Ordinance amending the 2014 Special Revenue Budget to accept a "NY State Homeland Security Grant for the purpose of purchasing various law enforcement equipment..

Effect on Present Law: None

Purpose: To improve and develop tactical team capabilities through equipment, training, exercise and planning projects that support counter terrorism.

Fiscal Impact: None - 100% Reimbursable.

Council Committee: Public Safety/Finance

SCHEDULE A
City of Troy 2014 Special Revenue Budget Amendment

Public Safety - Police
NY State Homeland Security Grant (FY 2013)
Tactical Team Grant Program (Federal Pass Through)

	<u>Original *</u> <u>Budget</u>	<u>Change</u>	<u>Revised</u> <u>Budget</u>
<u>Special Revenue Fund</u>			
Revenue - CD510			
CD3000.4305.8000.8323			
NYS Homeland Security	\$ -	\$ 100,000	\$ 100,000
Total Revenue Increase		<u>\$ 100,000</u>	
Expenditures - CD960			
CD.2013..0203..8000.8329			
Equipment Purchase	\$ -	\$ 100,000	\$ 100,000
Total Expenditures Increase		<u>\$ 100,000</u>	

* or as previously revised



NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D., MHS, Commissioner

January 6, 2014

The Honorable Louis Rosamilia
Mayor, City of Troy
City Hall, 433 River Street
Troy, New York 12180

Dear Mayor Rosamilia:

I am pleased to announce that the City of Troy has been awarded \$100,000 in federal funding under the FY2013 Tactical Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP).

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction. All funding is subject to both New York State and federal guidelines and regulations.

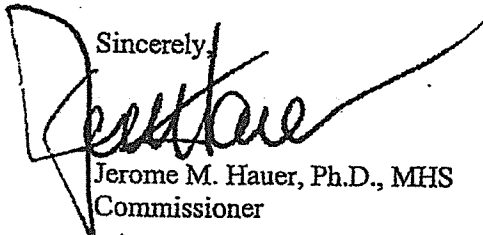
All capabilities developed through Federal FY2013 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement.

Completion of DHS's Office for Bombing Prevention's (OBP) SWAT Team Capability Analysis Program Assessment is required within 6 months of the date of this award letter, if not previously completed.

A representative from DHSES's Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Jacqueline Lake at (518) 242-5137.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,



Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Chief John Tedesco, City of Troy Police Department

1220 Washington Avenue, State Office Building Campus
Building 7A, Suite 710
Albany, NY 12242

Project #: TT13-1074-E00 Tactical Team Targeted Grant Program Project Status: Executed
Participant: Troy, City of

Project: Home Open Locked Copy

General Participants Work Plan Budget Funding Allocation Questions Conditions Acceptance

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

Budget Summary

Participant	Grant Funds	Matching Funds	Total
Troy, City of	\$100,000.00	\$0.00	\$100,000.00
Troy City Police Department	\$0.00	\$0.00	\$0.00
Total	100.00% \$100,000.00	0.00% \$0.00	\$100,000.00

Advance Request Amount (If not requesting an advance, please skip) \$ 0.00
Advance Request Justification (200 character limit)

Reports

Application Deficiency Draft Contract Final Contract

Budget Summary by Participant
Troy, City of
Version 1 - Edit (Click here to add more lines to budget categories)

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Robot	1	\$18,000.00	\$18,000.00	\$18,000.00	\$0.00	no
2	Ballistic shields	4	\$5,340.00	\$21,360.00	\$21,360.00	\$0.00	no
3	CBRNE PPE	1	\$13,490.00	\$13,490.00	\$13,490.00	\$0.00	no
4	Recon/Surveillance equipment	1	\$38,850.00	\$38,850.00	\$38,850.00	\$0.00	no
5	Rappel/climbing gear	1	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	no
6	Maritime tactical equipment/water operations PPE	1	\$5,800.00	\$5,800.00	\$5,800.00	\$0.00	no
Total				\$100,000.00	\$100,000.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Troy City Police Department

**ORDINANCE AMENDING THE 2014 CITY BUDGET TO TRANSFER FUNDS WITHIN THE
GENERAL BUDGET LINES**

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2014 GENERAL FUNDS budgets is herein amended and set forth in Schedule A entitled:

August 2014 Budget Amendment

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form July 21, 2014

Ian H. Silverman, Esq., Corporation Counsel

MEMO IN SUPPORT

Title: Ordinance amending the 2014 General Fund Budget to amend appropriations.

Summary of Provisions: This legislation is being initiated by the Administration and will transfer funds from certain accounts to other accounts where the original budget allocations now appear to be insufficient.

Present Law: N/A

Purpose: The administration begins the process of building a budget the summer before the budget is due. The administration files the budget on October 1st and the City Council passes the budget in December. The several hundred expense categories contained in the 2014 budget are estimates of those expenses made in 2013 for 2014.

It is now deemed that certain allocations need to be increased to cover unanticipated expenses. Other budget lines will be adjusted to compensate for these increases.

Overall Budget Fiscal Impact: None.

Schedule A

ORD. #51

August 2014 General Budget Transfers

Department General	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget
DPW Streets	A.5110.0401.0074	Utilities Street Lights	1,285,000.00	(3,000.00)	1,282,000.00
DPW Streets	A.5110.0405.0000	Rental of Equipment	35,750.00	(1,750.00)	34,000.00
Recreation	A.7150.0303.0000	Other Mat and Supplies	32,313.91	(1,000.00)	31,313.91
Recreation	A.7150.0304.0056	Vehicle Exp_Gas and Oil	30,000.00	(1,000.00)	29,000.00
DPW Sanitation	A.8160.0405.0076	Refuse Tipping	1,185,000.00	(3,500.00)	1,181,500.00
DPW Facilities Maintenance	A.1620.0404.0068	Repairs Equipment	29,000.00	3,000.00	32,000.00 a)
DPW Traffic	A.3320.0303.0000	Other Mat and Supplies	17,000.00	3,500.00	20,500.00 b)
Recreation	A.7150.0303.0033	Other Mat and Supplies Facility	43,112.00	2,750.00	45,862.00 c)
Recreation	A.7150.0404.0068	Repairs Equipment	25,954.74	1,000.00	26,954.74 d)
Total General Fund Budget Expenditure Increase				<u><u>0.00</u></u>	

Footnote:

a)_ To cover un-anticipated A/C, boiler and fence repairs.

b)_ To cover normal operating overages and replacement of older traffic signs.

c)_ To cover 1st year of 3 year contract for system maintenance at Knickerbacker Ice Facility. Contract was signed after 2014 budget was approved.

d)_ To cover un-anticipated commercial hot water tank replacement and Ventrac mower repairs.

RESOLUTION APPOINTING COMMISSIONERS OF DEEDS FOR THE CITY OF TROY

BE IT RESOLVED, that the City Council hereby appoints the following persons, as identified in the attached applications hereto and made a part hereof, Commissioners of Deeds for the City of Troy for a two-year term.

John Paul Sweeney - 08/07/2014-08/07/2016
161 8th Avenue
Troy, New York 12180

Approved as to form, July 17, 2014

Ian H. Silverman, Esq., Corporation Counsel

**RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST
INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-
AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, AND
APPROPRIATING FUNDS THEREFORE**

WHEREAS, a Project ITS Signal Improvements on Pawling Avenue, City of Troy P.I.N. 1758.05, ie Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

WHEREAS, the City of Troy desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design

NOW, THEREFORE, the City Council duly convened does hereby

RESOLVE, that the City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City Council hereby authorizes the City of Troy to pay in the first instance 100% of the federal and non-federal share of the cost of Design work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$125,000.00 has been appropriated from Capital Project H5197.0203.0605 entitled Pawling Avenue Signal Improvements and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the additional sum of \$ 1,115,000.00 hereby appropriated from Capital Project H5197.0203.0605 entitled Pawling Avenue Signal Improvements and made available as per "SCHEDULE A" to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Troy shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Mayor of the City of Troy be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Troy with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately.

Approved as to form, July 18, 2014

Ian H. Silverman, Esq., Corporation Counsel

SCHEDULE A
2014 Capital Fund Budget Amendment
Pawling Avenue Signal Improvements

Capital Fund

	<u>Original Budget</u>	<u>CHANGE</u>	<u>Revised Budget</u>
Revenue H510			
H.5000.4597.0605			
Federal Aid (State pass through) - Capital Project	\$100,000.00	\$ 892,000.00	\$992,000.00
H.5000.3597.0605			
State Aid _ Marchiselli Funding	\$12,000.00	\$ 156,750.00	\$168,750.00
H.0000.5031.0605			
Interfund Revenues_General Fund	\$13,000.00	\$ -	\$13,000.00 a)
H5710			
Serial Bonds	\$0.00	\$ 66,250.00	\$66,250.00 a)
Total Revenue	<u>\$125,000.00</u>	<u>\$ 1,115,000.00</u>	<u>\$1,240,000.00</u>
Expenditures H960			
H5197.0203.0605			
Proj ITS Signal Improvements on Pawling Avenue	<u>\$125,000.00</u>	<u>\$ 1,115,000.00</u>	<u>\$1,240,000.00</u>

*** Footnote: Or As Previously Amended**

Footnote

a) Equals Local Source Funding in the amt of \$79,250.00

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1758.05

OSC Municipal Contract #: D034014	Contract Start Date: 9/3/2013 (mm/dd/yyyy)	Contract End Date: 12/31/2020 (mm/dd/yyyy)	<input type="checkbox"/> Check, if date changed from the last Schedule A		
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 1					
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Troy Other Municipality/Sponsor (if applicable): <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share					
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
Work Type: HWY SIGNALS		County (If different from Municipality): County of Rensselaer			
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check, if changed from last Schedule A): <input type="checkbox"/>					
Project Description: ITS Signal Improvements on Pawling Avenue, City of Troy					
Marchiselli Allocations Approved FOR ALL PHASES To compute Total Costs in the last row and column, right click in each field and select "Update Field."					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$12,000.00	\$0.00	\$0.00	\$12,000.00
<input checked="" type="checkbox"/>	Current SFY 14/15	\$7,000.00	\$0.00	\$150,000.00	\$157,000.00
Authorized Allocations to Date		\$19,000.00	\$ 0.00	\$150,000.00	\$169,000.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1758.05.121	Current	CMAQ (80%)	\$125,000.00	\$100,000.00	\$18,750.00	\$6,250.00	\$0.00
	Old	CMAQ 80%	\$125,000.00	\$100,000.00	\$12,000.00	\$13,000.00	\$
1758.05.321	Current	CMAQ 80%	\$1,115,000.00	\$892,000.00	\$150,000.00 *	\$73,000.00	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$1,240,000.00	\$992,000.00	\$168,750.00	\$79,250.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects:

\$0.00

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$992,000.00	\$168,750.00	\$0.00	\$79,250.00	\$1,240,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Ann Sutkin
Phone No: 518-485 0101

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- Marchiselli Funding required for the Constr. and CI Phases totals \$167,250.00 i.e. [15% of \$1,115,000.00], however \$150,000 is available. Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST
INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-
AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, AND
APPROPRIATING FUNDS THEREFORE**

WHEREAS, a Project ITS Signal Improvements on Pawling Avenue, City of Troy P.I.N. 1758.05, ie Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

WHEREAS, the City of Troy desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design

NOW, THEREFORE, the City Council duly convened does hereby

RESOLVE, that the City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City Council hereby authorizes the City of Troy to pay in the first instance 100% of the federal and non-federal share of the cost of Design work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$125,000.00 has been appropriated from Capital Project H5197.0203.0605 entitled Pawling Avenue Signal Improvements and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the additional sum of \$ 1,115,000.00 hereby appropriated from Capital Project H5197.0203.0605 entitled Pawling Avenue Signal Improvements and made available as per "SCHEDULE A" to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Troy shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the Mayor of the City of Troy be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Troy with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately.

Approved as to form, July 18, 2014

Ian H. Silverman, Esq., Corporation Counsel

SCHEDULE A
2014 Capital Fund Budget Amendment
Pawling Avenue Signal Improvements

Capital Fund

	<u>Original Budget</u>	<u>CHANGE</u>	<u>Revised Budget</u>
Revenue H510			
H.5000.4597.0605			
Federal Aid (State pass through) - Capital Project	\$100,000.00	\$ 892,000.00	\$992,000.00
H.5000.3597.0605			
State Aid _ Marchiselli Funding	\$12,000.00	\$ 156,750.00	\$168,750.00
H.0000.5031.0605			
Interfund Revenues_General Fund	\$13,000.00	\$ -	\$13,000.00 a)
H5710			
Serial Bonds	\$0.00	\$ 66,250.00	\$66,250.00 a)
Total Revenue	<u>\$125,000.00</u>	<u>\$ 1,115,000.00</u>	<u>\$1,240,000.00</u>
Expenditures H960			
H5197.0203.0605			
Proj ITS Signal Improvements on Pawling Avenue	<u>\$125,000.00</u>	<u>\$ 1,115,000.00</u>	<u>\$1,240,000.00</u>

*** Footnote: Or As Previously Amended**

Footnote

a) Equals Local Source Funding in the amt of \$79,250.00

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$	\$	\$	\$
	Old					
..	Current		\$	\$	\$	\$
	Old					
..	Current		\$	\$	\$	\$
	Old					
..	Current		\$	\$	\$	\$
	Old					
..	Current		\$	\$	\$	\$
	Old					
..	Current		\$	\$	\$	\$
	Old					
..	Current		\$	\$	\$	\$
	Old					
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
--	--------

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$992,000.00	\$168,750.00	\$0.00	\$79,250.00	\$1,240,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Ann Sufkin</u> Phone No: <u>518-485 0101</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes: (See LPB's website for link to sample footnotes)

- Marchiselli Funding required for the Constr. and CI Phases totals \$167,250.00 i.e. [15% of \$1,115,000.00], however \$150,000 is available. Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST
INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-
AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, AND
APPROPRIATING FUNDS THEREFORE**

WHEREAS, a Project BIN 2202370, Spring Avenue over the Poestenkill, Bridge Replacement P.I.N. 175637 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds; and

WHEREAS, the City of Troy desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design, ROW and Constr. phases.

NOW, THEREFORE, the City Council duly convened does hereby

RESOLVE, that the City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the City Council hereby authorizes the City of Troy to pay in the first instance 100% of the federal and non-federal share of the cost of Design, ROW and Constr. work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$744,273.00 has already been appropriated from the Capital Fund Project H5120.0200.0558 and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that the additional sum of \$3,230,000.00 hereby appropriated from Capital Project H5120.0200.0558 entitled Spring Avenue Bridge Replacement and made available as per "SCHEDULE A" to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Troy shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the Mayor of the City of Troy be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Troy with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately.

Approved as to form, July 18, 2014

Ian H. Silverman, Esq., Corporation Counsel

SCHEDULE A
2014 Capital Fund Budget Amendment
Spring Avenue Bridge Replacement

Capital Fund

	<u>Original Budget</u>	<u>CHANGE</u>	<u>Revised Budget</u>
Revenue H510			
H4597			
Federal Aid (State pass through) - Capital Project	\$595,418.00	\$ 2,584,001.00	\$3,179,419.00
H3597			
State Aid - Capital Project	\$48,251.00	\$ 528,390.00	\$576,641.00
H5031			
Interfund Revenues_General Fund	\$32,683.55 a)	\$0.00	\$32,683.55 b)
H5710			
Serial Bonds	\$67,920.45	\$ 117,609.00	\$185,529.45 b)
Total Revenue	<u>\$744,273.00</u>	<u>\$3,230,000.00</u>	<u>\$3,974,273.00</u>
Expenditures H960			
H5120-0200-0558			
Spring Avenue Bridge Replacement	<u>\$744,273.00</u>	<u>\$ 3,230,000.00</u>	<u>\$3,974,273.00</u>

Footnote:

a) 2014 General Fund Budget_Contigent Account

b) Equals Local Source Funding in the amt of \$218,602.00

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1756.37

OSC Municipal Contract #: D033302	Contract Start Date: <u>5/12/2011</u> (mm/dd/yyyy)	Contract End Date: <u>10/20/2020</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A				
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 4						
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Troy Other Municipality/Sponsor (if applicable): <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share						
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS						
Work Type: BR REPLACE	County (If different from Municipality): Rensselaer					
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check, if changed from last Schedule A): <input type="checkbox"/>						
Project Description: Spring Ave. Bridge over Poestenkill, BIN 2202370, Rensselaer County						
Marchiselli Allocations Approved FOR ALL PHASES To compute Total Costs in the last row and column, right click in each field and select "Update Field."						
<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase				
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:33%;">PE/Design</th> <th style="width:33%;">ROW (RI & RA)</th> <th style="width:33%;">Construction/CI/CS</th> <th style="width:33%;">TOTAL</th> </tr> </table>	PE/Design	ROW (RI & RA)	Construction/CI/CS	TOTAL
PE/Design	ROW (RI & RA)	Construction/CI/CS	TOTAL			
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">\$48,251.00</td> <td style="width:33%;">\$0.00</td> <td style="width:33%;">\$0.00</td> <td style="width:33%;">\$48,251.00</td> </tr> </table>	\$48,251.00	\$0.00	\$0.00	\$48,251.00
\$48,251.00	\$0.00	\$0.00	\$48,251.00			
<input checked="" type="checkbox"/>	Current SFY 14/15	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">\$0.00</td> <td style="width:33%;">\$65,000.00</td> <td style="width:33%;">\$465,000.00</td> <td style="width:33%;">\$530,000.00</td> </tr> </table>	\$0.00	\$65,000.00	\$465,000.00	\$530,000.00
\$0.00	\$65,000.00	\$465,000.00	\$530,000.00			
	Authorized Allocations to Date	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">\$48,251.00</td> <td style="width:33%;">\$65,000.00</td> <td style="width:33%;">\$465,000.00</td> <td style="width:33%;">\$578,251.00</td> </tr> </table>	\$48,251.00	\$65,000.00	\$465,000.00	\$578,251.00
\$48,251.00	\$65,000.00	\$465,000.00	\$578,251.00			

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1756.37.121	Current	HBRRP	\$321,671.00	\$257,337.00	\$48,251.00	\$16,083.00	\$
	Old	HBRRP	\$321,671.00	\$257,336.80	\$48,250.65	\$16,083.55	\$
1756.37.221/22	Current	HBRRP	\$422,602.00	\$338,082.00	\$63,390.00	\$21,130.00	\$
	Old		\$	\$	\$	\$	\$
1756.37.321	Current	HBRRP	\$3,230,000.00	\$2,584,000.00	\$465,000.00 *	\$181,000.00	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$3,974,273.00	\$3,179,419.00	\$576,641.00	\$218,213.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1756.37.221	Current		\$	\$	\$0.00	\$
	Old	HBRRP	\$22,478.00	\$17,982.00	\$0.00	\$4,496.00
1756.37.222	Current		\$	\$	\$0.00	\$
	Old	HBRRP	\$60,124.00	\$48,099.00	\$0.00	\$12,025.00
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects:

\$

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$3,179,419.00	\$576,641.00	\$0.00	\$218,213.00	\$3,974,273.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Ann Sutkin
Phone No: 518-485-0101

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- This Supplemental Schedule A has been amended to incorporate the Constr.phase and add March. funding for ROW and Constr.
- At this time March. Funding for Constr. is short by \$19,500,the later amount is added to the local share for Constr.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A THREE (3) AGREEMENT WITH
BONADIO & COMPANY FOR AUDITING SERVICE FOR THE FISCAL YEARS 2013-2015**

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Bonadio and Company for independent auditing services for the City of Troy's fiscal years 2013-2015 consistent with and in accordance with the terms in the schedule attached hereto and made a part hereof.

Approved as to form, July 18, 2014

Ian H. Silverman, Esq., Corporation Counsel

AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
THE BONADIO GROUP

This AGREEMENT, made and entered into this _____ day of _____, 2014, hereinafter called the "AGREEMENT", the "CONTRACT" or the "AGREEMENT & CONTRACT", by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the "City" and The Bonadio Group with principal offices located at 6 Wembley Court, Albany, New York 12205 and hereinafter called the "vendor".

WITNESSETH:

WHEREAS, the City of Troy is desirous of obtaining the product of the Vendor and

WHEREAS, the Vendor is desirous of furnishing and delivering its product to the City and

WHEREAS, the City and the Vendor have determined to enter into this agreement and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

Section 1: General Provisions:

1.1 Service to Troy

The Vendor shall provide Independent Auditing/Accounting Services as described in the Request for Proposal hereinafter called the "DOCUMENTS". These Independent Auditing/Accounting Services shall be provided within the time frames, if any set out in the documents.

Section 2: Term:

2.1 Term

This agreement shall begin for fiscal year ending December 31, 2013 and conclude with fiscal year ending December 31, 2015.

In the event the Vendor is unable to deliver or fails to deliver the product, as required by the Bid Proposal, the City shall have the right to purchase the same or similar product from a different source. Any additional costs and/or expenses incurred by the City by reason of the purchase from a different source shall be reimbursed to the City by the Vendor, immediately upon receipt by the Vendor of a letter from the City, setting forth the additional costs and/or expenses.

Section 3: Payment for Independent Auditing/Accounting Services:

3.1 Payment

Payment for the Independent Auditing/Accounting Services under this Agreement, the City shall pay The Bonadio Group the amounts as described in the attached Costs and Commitments part of the Proposal hereinafter called the "DOCUMENTS".

3.2 Executory Clause

In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Contract to the Vendor or to anyone else beyond funds appropriated and available for this Contract.

**3.3 Non Assignment
Clause**

In accordance with Section 138 of the State Finance Law, this Agreement may not be assigned by the Vendor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the City and any attempts to assign the Contract without the City's written consent are null and void. The Vendor may, however, assign its right to receive payment without the City's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Section 4: Workers' Compensation Benefits:

4.1 Workers' Compensation

Benefits

In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Vendor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Section 5: Non Discrimination Requirements:

5.1 Non Discrimination

Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 229 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 6: Wage and Hours Provision:

6.1 Wage and Hours

Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Section 7: Non-Collusive Bidding Requirement:

7.1 Non-Collusive

Bidding Requirement In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Vendor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Vendor further warrants that, at the time Vendor submitted its bid, an authorized and responsible person executed and delivered to the City a non-collusion bidding certificate on Vendor's behalf.

Section 8: Identifying Information and Privacy Notification:

8.1 Federal Employer Identification

Number and/or Federal Social Security Number

All invoices or City of Troy standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the City must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does have such number or numbers, the payee, on its invoice or City of Troy standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

Section 9: Equal Employment Opportunities for Minorities and Women:

9.2 (a)

In accordance with Section 312 of the Executive law:
The vendor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

9.1 (b)

In accordance with Section 312 of the Executive law:
At the request of the City, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Vendor's obligations herein; and the Vendor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Section 10: Conflicting Terms:

10.1 Conflicting Terms In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

Section 11: Governing Law:

11.1 Governing Law This Contract shall be governed by the laws of the Sate of New York except where the Federal supremacy clause requires otherwise.

Section 12: Service of Process:

12.1 Service of Process In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

Section 13: Miscellaneous Provisions:

13.1 Amendment Amendment the provisions, terms and conditions of this Contract shall be modified, amended, waived or additional terms entered into only upon mutual agreement in writing between both parties.

13.2 Extension This contract upon mutual agreement by both the Vendor and the City of Troy may be extended for one (1) additional year.

IN WITNESS WHERE OF, the parties have executed this Contract/Agreement on the day and year first written above.

Approved as to form:

City of Troy, New York

By: _____
Ian Silverman
Corporation Counsel

By: _____
Louis A. Rosamilia
Mayor

The Bonadio Group

By: _____

Printed Name: _____

Title: _____

AGREEMENT BETWEEN
THE CITY OF TROY, NEW YORK
AND
THE BONADIO GROUP

This AGREEMENT, made and entered into this _____ day of _____, 2014, hereinafter called the "AGREEMENT", the "CONTRACT" or the "AGREEMENT & CONTRACT", by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the "City" and The Bonadio Group with principal offices located at 6 Wembley Court, Albany, New York 12205 and hereinafter called the "vendor".

WITNESSETH:

WHEREAS, the City of Troy is desirous of obtaining the product of the Vendor and

WHEREAS, the Vendor is desirous of furnishing and delivering its product to the City and

WHEREAS, the City and the Vendor have determined to enter into this agreement and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

Section 1: General Provisions:

1.1 Service to Troy

The Vendor shall provide Independent Auditing/Accounting Services as described in the Request for Proposal hereinafter called the "DOCUMENTS". These Independent Auditing/Accounting Services shall be provided within the time frames, if any set out in the documents.

Section 2: Term:

2.1 Term

This agreement shall begin for fiscal year ending December 31, 2013 and conclude with fiscal year ending December 31, 2015.

In the event the Vendor is unable to deliver or fails to deliver the product, as required by the Bid Proposal, the City shall have the right to purchase the same or similar product from a different source. Any additional costs and/or expenses incurred by the City by reason of the purchase from a different source shall be reimbursed to the City by the Vendor, immediately upon receipt by the Vendor of a letter from the City, setting forth the additional costs and/or expenses.

Section 3: Payment for Independent Auditing/Accounting Services:

3.1 Payment

Payment for the Independent Auditing/Accounting Services under this Agreement, the City shall pay The Bonadio Group the amounts as described in the attached Costs and Commitments part of the Proposal hereinafter called the "DOCUMENTS".

3.2 Executory Clause

In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Contract to the Vendor or to anyone else beyond funds appropriated and available for this Contract.

3.3 Non Assignment Clause

In accordance with Section 138 of the State Finance Law, this Agreement may not be assigned by the Vendor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the City and any attempts to assign the Contract without the City's written consent are null and void. The Vendor may, however, assign its right to receive payment without the City's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Section 4: Workers' Compensation Benefits:

4.1 Workers' Compensation Benefits

In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Vendor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Section 5: Non Discrimination Requirements:

5.1 Non Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 229 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 6: Wage and Hours Provision:

6.1 Wage and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Section 7: Non-Collusive Bidding Requirement:

7.1 Non-Collusive

Bidding Requirement In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Vendor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Vendor further warrants that, at the time Vendor submitted its bid, an authorized and responsible person executed and delivered to the City a non-collusion bidding certificate on Vendor's behalf.

Section 8: Identifying Information and Privacy Notification:

8.1 Federal Employer Identification

Number and/or Federal Social

Security Number

All invoices or City of Troy standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the City must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does have such number or numbers, the payee, on its invoice or City of Troy standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

Section 9: Equal Employment Opportunities for Minorities and Women:

9.2 (a)

In accordance with Section 312 of the Executive law:
The vendor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

9.1 (b)

In accordance with Section 312 of the Executive law:
At the request of the City, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Vendor's obligations herein; and the Vendor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Section 10: Conflicting Terms:

10.1 Conflicting Terms In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

Section 11: Governing Law:

11.1 Governing Law This Contract shall be governed by the laws of the Sate of New York except where the Federal supremacy clause requires otherwise.

Section 12: Service of Process:

12.1 Service of Process In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

Section 13: Miscellaneous Provisions:

13.1 Amendment Amendment the provisions, terms and conditions of this Contract shall be modified, amended, waived or additional terms entered into only upon mutual agreement in writing between both parties.

13.2 Extension This contract upon mutual agreement by both the Vendor and the City of Troy may be extended for one (1) additional year.

IN WITNESS WHERE OF, the parties have executed this Contract/Agreement on the day and year first written above.

Approved as to form:

City of Troy, New York

By: _____
Ian Silverman
Corporation Counsel

By: _____
Louis A. Rosamilia
Mayor

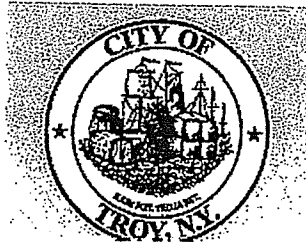
The Bonadio Group

By: _____

Printed Name: _____

Title: _____

CITY OF TROY



Proposal to Provide Independent Auditing Services

June 24, 2014

Submitted to:

Ms. Kathleen E. Kussler
Office of City Comptroller
Purchasing Agent
City of Troy
City Hall
433 River St. Ste. 5001
Troy, New York 12180

Submitted by:

Bonadio & Co., LLP
Certified Public Accountants

Alan S. Walther, CPA, Partner
6 Wembley Court
Albany, NY 12205

BEST
ACCOUNTING
FIRMS 2013

100
TOP 100 FIRMS

TOP
100
FIRMS

City of Troy
Proposal to Provide Professional Auditing Services

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Appendices:

Peer Review Report
Professional Biographies

Bonadio & Co., LLP
Certified Public Accountants

June 24, 2014

Ms. Kathleen E. Kussler
Purchasing Agent
City of Troy
City Hall
433 River St. Ste. 5001
Troy, New York 12180

Dear Ms. Kussler:

It is Bonadio & Co., LLP's ("Bonadio") pleasure to submit this proposal to provide auditing services to the City of Troy ("the City") for the years ended December 31, 2013, 2014 and 2015.

We have had the opportunity to gain a thorough understanding of the City's specified needs and have assembled a team of professionals and developed an approach to meet those needs accordingly. While the attached proposal provides detail, we would like to highlight its key elements:

- **Government audit experience.** We serve more than 100 governments across NYS including five Cities, 25+ counties and over 60 school districts. We are government experts! We even raised the bar above our competitors by hiring former City of Cortland Director of Finance and Administration, Nick Mazza, to help us fully understand all the pressures Cities face and to provide better value added service above just the audit.
- **Dedicated Government Staff.** Our government team is just that – a team of professionals exclusively dedicated to government clients. There are no tax or other competing deadlines we have to meet that could take us away from serving you.
- **Information Technology.** In today's environment, information technology is an area of constant change, regulation, and risk. Bonadio has a department consisting of experts from many disciplines. We can assist the City with anything from software implementation and policy writing, to regulatory compliance and full-blown risk assessment consulting.
- **Quality Control.** Each and every report issued by us undergoes a thorough quality review prior to issuance. You can be assured that our reports are accurate and that all professional auditing and accounting standards have been met.

4077 West Main Street Road
Batavia, New York 14020
p (585) 343-4077
f (585) 344-4729

www.bonadio.com

We are a local firm with statewide capability: As the largest independent audit firm in Upstate New York, our size allows us to easily commit to the required resources you desire and we believe that you will find our fees very competitive and reflective of our desire to serve as your auditors.

We look forward to having the opportunity to continue to work with the City of Troy and are committed to assisting you in achieving your goals and making all of the resources of our firm available to you.

We want to continue to work for you!

If you have any questions regarding the information contained in this proposal or on any other matter, please contact us directly at 518-464-4080. We are available, at your convenience, to meet with you to discuss any questions you may have and to demonstrate our interest in continuing to serve you.

Very truly yours,
BONADIO & CO.,LLP

A handwritten signature in black ink, appearing to read 'A. Walther', with a long, sweeping horizontal line extending to the right.

Alan S. Walther, CPA
Partner

Section 1 – Professional Experience

Firm Description

The Bonadio Group is a group of accounting, business advisory, payroll, and personal financial services entities, including Bonadio & Co., LLP, a nationally ranked top 100 CPA firm founded in 1978. We offer a mix of capabilities and services that allows us to deliver our clients just the right balance of size, engagement resources, technical resources, and proximity. We currently have 61 partners and a staff of over 475, with eleven offices throughout New York State and Vermont. The Firm has a long history of government auditing. In fact, audits of governmental entities are one of the practice areas that we have chosen to specialize in. This means that we devote substantial time and resources to improving our abilities in this area.

Our governmental client service group currently consists of 10 partners, 7 principals, ten managers, and numerous staff accountants.

The engagement with the City of Troy will continue to be performed by our Albany Office which is located at 6 Wembley Court, Albany, New York 12205.

As detailed in our references on the following page, our familiarity with government entities is based on our regular involvement with dozens of different types of audits for a variety of government, municipality, and public authority clients. We audit financial statements, perform compliance and operational audits, help our clients assess and remediate risk, & More. Our auditors are charged with understanding and applying the most recent GASB, Yellow Book, and other auditing standards.

Beyond audits, Bonadio works with these entities to find ways to cut operational costs, streamline operations, eliminate waste, and uncover fraud. Our CPAs and MBAs bring real world, hands-on experience backed by academic and professional credentials in internal auditing, information systems auditing, forensic accounting, integrated resource management, and purchasing management, among other services.

Audit Approach

Our approach is one that takes the entire City into consideration. We don't look at just the finances, we try to understand the story behind the finances and the key operational controls in place. We utilize our experts in information technology to help our auditors assess the controls surrounding the City's network infrastructure and use of technology. We also ensure that our audit plan is based on your needs and schedule, not when it's convenient for us. We like to design our timelines from the date you would like the audit completed, and we develop a timeline that builds from that. This allows City personnel and Bonadio personnel to be clear about expectations and deliverables along the way.

Additionally, we ensure that personnel are on-site with the City to accomplish our audit procedures. Many firms employ an approach that floods the field with staff to accumulate data this is then taken back to the "experts" in the office to complete the audit. Our top-level personnel - managers, principals, and partners – come in the field to review and be available to you as needed. We make sure our people are at your location, getting information from you and asking questions face-to-face to complete our audit. We perform our audits on-site, on-time, and typically exceed your expectations. That is our goal. Please ask our references about their experiences with us.

We know Cities

Our current audit client include the Cities of Troy, Utica, Lockport, Niagara Falls, and Cortland. We have also audited the Cities of Johnstown and Norwich in the past. We are also the current auditors for many Counties, Towns, Villages and Authorities throughout the state. We understand the intricacies of governmental accounting in NYS and we know the compliance issues affecting you, including OMB A-133.

Our staff includes Nick Mazza, a former County Administrator for Livingston County and Director of Finance and Administration for the City of Cortland. Nick has been working in local government for more than 35 years and is available to assist the City in any way. No other firm has this level of expertise available on staff. The time Nick spends with you is included as a value-added service.

Section 1 – Professional Experience

Professional Experience

Bonadio & Co., LLP is registered to practice in New York State. All Bonadio CPAs are properly licensed by the University of the State of New York and registered by the State Education Department.

Additionally, our staff has averaged 60 government CPE credit hours for the past three years, although the minimum requirement is only 24 hours every two years. Our commitment and dedication to continuing professional education is above and beyond the minimums

Firm Qualifications

Bonadio is the largest public accounting firm in Upstate New York. We currently service over 200 governmental clients, including 5 cities and over 60 school districts. Bonadio now currently employs over 475 personnel, including a *governmental client service group consisting of 10 partners, 7 principals, and numerous managers and staff accountants*. Firm wide, there are over 100 senior and staff accountants available to serve the municipal client base, and all firm clients. Our Albany, NY office, with approximately 75 people, will continue to serve the city. We do not utilize part-time personnel on our engagements. All of our staff have met the necessary continuing professional education requirements and our peer review report is attached as Appendix A.

We serve municipalities desiring quality professional accounting advice at a reasonable cost, and who need personalized and timely services. Bonadio provides an environment where creative, people-oriented professionals practice accounting without some of the constraints inherent in very large firms. We believe that our size is a reflection of the outstanding service level we provide to all our clients. It is this combination that has made us successful and is responsible for our growth.

We provide highly technical and quality service commensurate with that of the largest certified public accounting firms. However, we are able to respond quickly and personally to the needs of our clients because we are structured to service our clients in this way. You will interact regularly with our most experienced personnel, i.e., partners, principals, and managers. This is in sharp contrast to most accounting firms where quality involvement of their most experienced personnel is limited.

We are a "hands on" firm and do our work on-site with qualified staff where answers to questions can be quickly obtained through discussions with the City staff. Many other firms will inundate you with staff, have you copy significant amounts of data, then take that information back to their office to "complete" the audit. These audits tend to drag out endlessly and are a burden to you and your staff.

Our approach is to send the right amount of competent staff to perform the audit in the field where you and your data resides. Our paperless audit approach allows us to electronically capture or obtain the supporting documentation we need without you wasting staff time or resources copying what we need.

Overview of Bonadio & Co., LLP

Largest independent accounting firm in Upstate New York

- 11 locations
 - Buffalo
 - Rochester
 - Syracuse
 - Utica
 - Albany
 - New York
 - Geneva
 - East Aurora
 - Batavia
 - Amherst
 - Rutland, VT
- Approximately 475 employees
- Over \$75 million annual firm revenues
- 105 Partners/Principals
- 77 Managers
- 168 CPAs in total
- 75 Albany office staff

Client Types & Services

Who We Serve:

Healthcare
Tax-Exempt
Individuals
Unions
Governments
Public Companies
Small Businesses
Mid-Sized Privately-Held

Services:

Accounting & Auditing
Business Advisory
Healthcare Consulting
IT Consulting
Risk Management
Tax Planning & Preparation

Section 1 – Professional Experience

Firm Qualifications (Continued)

Because we are a local firm, there is no national office hierarchy to contend with, so any matters requiring consultation can be dealt with in any of our offices. The engagement partner for each job has full autonomy in making decisions. This enables prompt turnaround and the ability to deliver timely and outstanding service to our clients. The bottom-line is that the expertise you need is right here, when you need it. We don't schedule meetings with you around when we come to the City – we schedule meetings when you want us.

Bonadio has grown and diversified from a firm offering only public accounting and auditing services to a multi-dimensional accounting, business advisory, and financial services organization:

- A Top 100 CPA Firm in the U.S. by *Public Accounting Report* and *Inside Public Accounting*.
 - Ranked 54th in 2013 by *Accounting Today's* Top 100 Firms
- Ranked by *Accounting Today* as a Best Accounting Firm to Work For 2011 and 2012.
 - 2nd nationally in the large firm category for 2012.
- Identified by *Practical Accountant* as a CPA Innovative Firm.

Quality Control

Bonadio has a strong and continual commitment to quality and education, and dedicates significant professional resources necessary to ensure that our clients receive the highest possible quality of attestation services and deliverables.

We have a partner level Director of Professional Excellence, with responsibilities for all of the firm's quality control processes and procedures (including peer review and inspection) including:

- Performing all second partner quality reviews for Bonadio.
- Coordinating annual inspection and triennial peer review activities and ensuring the Firm's compliance with the related requirements to maintain successful results from these activities.
- Researching all new technical accounting and auditing pronouncements and providing personnel with the appropriate communication (technical memoranda, training sessions, etc.).
- Developing and delivering a comprehensive training curriculum for all personnel of the Firm (all divisions and offices).

Bonadio has a strong and continual commitment to quality and education, and dedicates significant professional resources necessary to ensure that our clients receive the highest possible quality of attestation services and deliverables.

The centerpiece of Bonadio's quality assurance/control system is a policy that requires each audit report issued by us to be reviewed and approved by the Professional Excellence Division. Last but not least; our quality assurance program is complemented by peer reviews, the most recent of which was executed in September 2011 and is attached for your review at Appendix A. These reviews are required on a triennial basis. Our quality assurance program includes peer reviews, which always include a review of governmental engagements because of the significance of this practice to our firm.

Section – 2 - Your Bonadio Team

We believe that our people make the difference. The personnel assigned to serve you have a unique blend of consulting, audit, governmental, and business consulting experience. A complete firm-wide organizational chart can be provided to you upon request.

Please be aware that we maintain continuing professional education as required by professional standards and meet the independence requirements of *Government Auditing Standards*, published by the U.S. General Accounting Office.

More detailed biographies are included in Appendix B. The following pages provide the descriptions and responsibilities of the personnel assigned to your engagement.

Descriptions and Responsibilities of Personnel Assigned

Alan Walther, CPA

Role:
Engagement Partner



Duties:

Alan is responsible for the overall engagement relationship. He is also the signing partner on all engagements which means that he is ultimately responsible for the technical matters and all deliverables. In this way, Alan is the sole point of contact to ensure the consistent and timely delivery of every aspect of this account. All members of the team report to Alan.

Tim Doyle, CPA

Role:
Advisory Partner



Duties:

It is Bonadio's philosophy to assign two partners to our clients. While Alan will ultimately be responsible for signing reports and overall engagement management, Tim will be equally knowledgeable and available to serve the City.

Heather Mowat, CPA

Role:
Manager



Duties:

Heather will function as the audit manager and oversee the day-to-day activities of the staff assigned to the City engagement. She will be a key contact and resource for the audit team, as well as the day-to-day accounting personnel at the respective entity. Heather will report directly to Alan.

Kristen Clark, CPA

Role:
Quality Control Partner



Duties:

Kristen will be responsible for the second partner review and assisting as necessary on technical matters as they arise. Kristen and the entire Professional Excellence Division are critical resources for all of our engagement teams as matters arise. This allows matters to be resolved timely and accurately, and they are also available to meet with you as necessary.

Section – 2 - Your Bonadio Team

Descriptions and Responsibilities of Personnel Assigned

Carl Cadregari



Role:
Enterprise Risk Management

Duties:

Carl is the head of our Enterprise Risk Management Division and is responsible for all assessments performed in connection with our audit engagements. Each of our audits includes an allocation of resources not towards the internal controls surrounding the IT environment, which is included in our audit costs. Carl will report directly to Alan.

Nick Mazza, CMA-CM, MPA



Role:
Principal, Municipal Consultant

Duties:

Nick is the former City Manager and County Administrator with over 35 years of municipal experience to bring to this engagement. Nick will be a day-to-day participant in the engagement, but Will be a value-added resource to the City as some-One that has "been there before." This experience Cannot be found in any other Upstate NY CPA firm. Nick reports directly to Alan.

Audit Staff

Bonadio's audit staff consists of assistants through senior level individuals. Seniors in our firm are supervisory level auditors that have a minimum of four years of experience with the firm. The City engagement team will include an assistant, supervisory staff, and a manager or principal along with the audit partner as the direct engagement team. Other professionals complement the audit team as needed.

Staff Continuity

As a professional service firm, we understand that a primary concern of most clients is continuity of people assigned. We are extremely sensitive to this issue and assure you that we will make every effort to maintain continuity of personnel on your engagement to ensure that you will be served by the individuals most familiar with your account. Our proposed team is committed to maintaining a long-term professional relationship that will benefit you in future years.

We strive to maintain continuity of staff including Partners, principals, and managers. However, should team members change for any reason during our engagement; new team members will receive a package of background materials and attend a team orientation session prior to starting fieldwork at the City. The Firm does not have a partner/manager rotation policy. We will, however, accommodate client requests for rotation.

Section 3 - Approach to Audit Engagement

Services to be provided to the City:

- Assistance with preparation of the Annual Updated Document (Financial Statements) as necessary.
- Conduct annual audit of the general purpose financial statements and issuance of the single audit in accordance with Generally Accepted Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act of 1987, the Single Audit Act Amendments of 1996, and OMB Circular A-133.
- Prepare the City's consolidated City-Wide Cost Allocation Plan for years ending December 31, 2013, 2014 and 2015. This plan shall be prepared in accordance with the policies and procedures contained in Circular A-87. The City will be provided with the indirect cost rates as determined by the cost allocation plan.
- Perform internal control audits of various City departments as required by City Comptroller.

Our approach is designed to provide you with efficient, high quality service at a reasonable cost. In order to accomplish these objectives, we emphasize effective communication and planning on each engagement. Planning is performed before year-end and includes: (1) review of prior year financial statements and issues; (2) discussions with City management regarding current year operations, significant transactions, and financial reporting issues; and (3) review of changes in information systems and processing routines. This information is discussed with you and used as a basis to target our work to risk areas rather than utilizing a "shotgun" approach. It also allows us to identify issues prior to year-end to avoid post year-end audit "surprises". This approach provides the opportunity for you to address issues while corrective action is still possible.

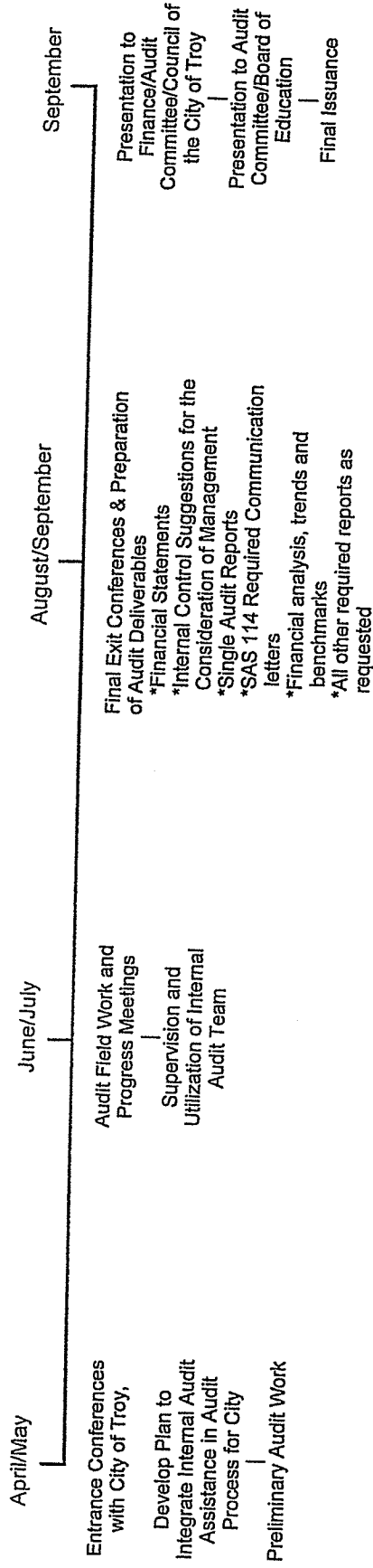
Below you will find the various planning/meeting events that will take place between Bonadio and City personnel throughout the engagement.

Conduct meetings with management to discuss audit process and timing and further understand management needs and expectations.

- A joint planning meeting (in April/May of each audit year) with Bonadio engagement personnel, City Comptroller and others will be a key component of our completion of the audit responsibilities in a most efficient manner.
- Understand, assist, prioritize, and plan for current-year issues affecting the City, including but not limited to,
 - Impact of new and proposed accounting standards
 - Regulatory developments
 - Industry developments
- Prepare and finalize engagement letter in accordance with this proposal and any scope changes, if necessary.
- Meet with City Comptroller to review audit strategy, scope, and timing prior to year-end.
- Conduct closing meetings and exit conferences.
- Review draft of financial statements, management letter, financial highlights, and reporting package with Comptroller and City Council.
- Meet with City Administration to discuss service and review the "measured value" against needs and expectations in the client service plan.
- Semi-annual update meeting with City Administration.
- After completion of the 2013 services, identify and discuss planning opportunities for 2014 audit.

Based on the results of our planning efforts, we will provide you with a list of information (schedules, reconciliations, and account analysis) that will be required to complete the audit. This is done before work begins to give you sufficient time to gather the information.

Below is our anticipated timeline for the audit, we will work with you to accommodate your schedule and meet your deadlines.



Section 3 - Approach to Audit Engagement

After a significant investment of time and effort, Bonadio has implemented systems and procedures which make efficient use of technology, which is an integral component of our audit process. Our "paperless" audit environment (ProSystems Fx Engagement) allows us to use information you provide in electronic form to minimize the time and cost associated with you having to provide us with paper copies of the data and support we need for our audit documentation. In addition, this process maximizes efficiency by allowing us to share information with our clients over a secure network. This use of technology in the audit process saves our clients and Bonadio's time, money and resources.

We also subscribe to on-line research tools to provide us real time access to governmental accounting pronouncements, professional standards and regulatory information related to audit, accounting, regulatory, and tax matters.

1. **Audit Programs** - our firm uses Practitioners Publishing Company (PPC) audit programs relative to governmental entities, the most frequently used resource/technical support information by CPA firms throughout the US.
2. **Tailored Audit Approach** - The PPC audit programs are customized to each audit client based on our risk assessment and audit planning processes. We use PPC's smart practice aids that link our risk assessments to specific audit procedures.
3. **Audit Approach to Materiality** - our firm uses a PPC planning and materiality table, which is utilized as a baseline for identifying account balances to be selected to audit.
 - Our risk assessment process will determine audit scopes and testing required.
 - We will determine materiality scopes including tolerable misstatement, test scope, and adjustment scope for both the City and the District.
 - Statistical sampling will be used whenever practical and feasible in our controls and transaction testing.
 - Asset, liability, revenue, and expenditure accounts - our firm does not audit 100% of all accounts; however, we will review client prepared schedules on balance sheet accounts, then make assessments and selections of transactions to audit and obtain supporting documentation to verify the recorded account balance or transaction amount.
 - Revenue and expenditure accounts will be selected based on materiality and random selections will be made of transactions to test in accordance with our materiality and risk assessment process.

Overview of Our Audit Approach

Perform General Planning and Identify Areas of Audit Significance

- Establish client service and other planning objectives.
- Obtain an understanding of the Organizations' business and operations, as well as all component and related entity audits performed independently.
- Perform overall assessment of the control environment.
- Make preliminary judgments regarding materiality.
- Determine significant accounts or groups of accounts.
- Identify the sources of information that affect these groups and accounts.
- Prepare the audit planning memorandum.
- Determine appropriate timing for performing each phase of the audit and focus areas.

Understand and Evaluate the Significant Sources of Information

- Identify the significant information and data processes.
- Gain an understanding of the processes.
- Consider what could go wrong (i.e., the types of errors or misstatements).
- Identify and evaluate the relevant internal controls.

Perform Risk Assessments

- Assess the likelihood of errors or misstatements of audit significance in related accounts.

Develop and Execute Audit Plan

- Develop the audit approach including timing and scope of work for each significant account or group of accounts.
- Prepare programs for tests of controls and substantive tests.
- Perform tests of the relevant controls.
- Perform substantive tests of account balances.
- Make final evaluations based on the results of the tests.

Section 3 - Approach to Audit Engagement

3. Audit Approach to Materiality (Continued)

- EDP / Technology - our firm will require as many of the reports requested in an electronic format (i.e. Financial Software, Excel, Word, etc.) as possible.
- We will review the City of Troy's financial reports as of and for the year ended; as well as the City of Troy's budget, to determine which reports will be necessary.
- We will review financial highlights and audit results with the Administration, Board, and Audit Committee, as appropriate.
- Typical electronic reports required include, but are not limited to, the following:
 - Government Funds Assets and Liabilities
 - Revenues and expenditures including budget totals versus actual results
 - General ledger account detail
 - Vendor Expenditures account detail
 - Budgets for the current year and subsequent year
 - Analytical comparison of actual results current year versus prior year and current year actual versus budgeted results

Section 4 – Why Bonadio?

Bonadio is a Leading CPA & Management Advisory Firm to Government

We have a dedicated team of experienced auditors and consultants serving the government sector.

On an annual basis, Bonadio conducts hundreds of different types of audits for a variety of governmental entities. We audit financial statements, perform compliance and operational audits, help our clients assess and remediate risk, & More. Our auditors are charged with understanding and applying the most recent GASB, Yellow Book, and other auditing standards, and are known for their responsiveness, dedication to detail, insightful management reports, and ability to communicate findings in an understandable manner.

Beyond audits, Bonadio works with governments to find ways to cut operational costs, streamline operations, eliminate waste, and uncover fraud. Our CPAs and MBAs bring real world, hands-on experience backed by academic and professional credentials in internal auditing, information systems auditing, forensic accounting, integrated resource management, and purchasing management, among other services.

Our mission is to help you minimize risk through delivering major improvement, business process change, and compliance initiatives that create excellence and integration in people, processes, and systems.

Partial Listing of Government Clients

City of Troy*
City of Canandaigua
City of Ogdensburg
City of Cortland*
City of Utica*
City of Niagara Falls*
Erie County (Internal audit review and consulting)
County of Warren*
County of Schoharie*
County of Greene*
County of Livingston*
County of Seneca*
County of Steuben*
County of Ontario (Health facility and project work)
County of Monroe Industrial Development Agency
County of Monroe (projects and component units)
Niagara County (consulting)
Chautauqua County (consulting)
Town of Canadice
Town of Farmington
Town of Grand Island
Town of Greece (over a dozen consulting projects)*
Town of Pittsford
Town of Perry
Town of Richmond
Town of Seneca Falls
Town of Victor
Town of Brunswick
Town of Hoosier
Town of Pownal
Village of Perry
Rochester-Genesee Regional Transportation Authority*
Monroe County Airport Authority
Monroe County Water Authority*
Western Regional Off-Track Betting Corporation
50 School Districts (many include single audit)
*OMB Circular A-133 Audits

Section 4 – Why Bonadio?

Auditing Information Systems & Technology

Bonadio will use information systems and technology experts to evaluate the nature and complexity of the systems in place, the use of information technology, and the control structure surrounding information technology systems by which the entity processes and controls information supporting the financial assertions.

For each audit, we obtain an understanding of internal controls sufficient to report back to the audit team our understanding of the controls design relevant to an audit of financial statements, and determining whether they have been effectively placed in operation. In obtaining this understanding, Bonadio considers how an entity's use of information technology (IT) and manual procedures may affect controls relevant to the audit. We then assess control risk for the assertions embodied in the IT/IS enterprise as part of the components of the financial statements.

We view information technology (IT) encompassing an automated means of originating, processing, storing, and communicating information, and includes recording devices, communication systems, computer systems (including hardware and software components and data), and other electronic devices and compliance activities.

Extent of Use of Audit Software

Bonadio uses a number of technological tools that streamline the audit process and enhance service efficiency. The following are some of the ways which we enlist the **power of information technology** on a daily basis:

- Checkpoint Research: a state-of-the-art library of technical accounting and auditing information which significantly reduces research time in the field and facilitates the appropriate interpretation of even the most obscure accounting/auditing issues. All of our profession's technical auditing and accounting pronouncements are available on-line and are maintained up-to-date with this service.
- Practitioners Publishing Company (PPC) auditing: provides guidance, programs and practice aids to help minimize risk with on-line, state-of-the-art practices and proven, replicable processes.
- ProSystems Engagement: Fully integrated electronic workpapers.
- Data extraction software applications: This product allows for efficient analysis and sampling.
- Microsoft Office: This full suite of products is used throughout our firm.

Types of Bonadio's Government Clients

- Cities
- School Districts and BOCES
- Villages
- Towns
- Counties
- Cities
- State of New York Public Authorities
- Local Public Authorities
- Industrial Development Agencies
- Boards of Election

Section 4 – Why Bonadio?

An integral part of each engagement is the preparation of a management letter. This separate report analyzes your operations both financially and operationally and highlights suggestions designed to improve efficiency and internal controls. We will devote a substantial amount of time to preparing this report using knowledge of your operations and our governmental audit experience. We will meet with you to review this report and then work with you to implement any necessary changes. Financial statements, management letters, and all other presentation materials are reviewed with you prior to finalization to ensure that all information is accurate.

Audit Quality Center Participation

We are also a member of the AICPA's Government Audit Quality Center. We are proud of the quality of our work. In order to ensure that this high level of quality is maintained, we have established a comprehensive quality assurance program.



This program starts with hiring the best people available and continues with extensive continuing education - 60 hours annually, per person, on average (professional standards require 40 hours). We are also members of the AICPA Center for Public Company Audit Firms and Moore Stephens International. We annually attend the AICPA National Government Conference and all managers, seniors and staff are required to attend annual in-house continuing education on audits of government agencies.

Of most importance to us is our commitment to the AICPA Government Audit Quality Center. Involvement in this is optional, but indicates a level of commitment above non-member CPA firms. Our participation requires that our firm and personnel attain additional continuing professional education on an annual basis.

Section 4 – Why Bonadio?

We have an established program which ensures that all audit engagement personnel possess current knowledge, appropriate to their level of involvement in the engagement, of applicable professional standards, rules, and regulations.

Our clients benefit from Bonadio's commitment to quality. Quality is not an add-on process at Bonadio. Rather, it is ingrained in our corporate culture and is integral to all aspects of our client service.

The quality process begins with a well thought out approach to service delivery. From the selection of experienced personnel to serve you and development of a client specific comprehensive audit plan, you will benefit from our commitment to quality in providing the requested services.

A final demonstration of our commitment to quality is the assignment of an experienced audit partner to serve as quality control partner on each audit engagement. This individual works in concert with the engagement team to ensure that if any issues arise, appropriate discussion takes place and proper resolution occurs.

Memberships/Continuing Education

We are members of the following professional organizations (not all inclusive):

- New York State Society of CPAs Public Schools Committee
- Governmental Finance Officers Association (National and Local)
- New York State Association of Counties
- Association of School Business Officials
- American Institute of Certified Public Accountants (AICPA) (includes AICPA Quality Center)
- Association of Certified Fraud Examiners

In addition, we have provided continuing education sessions to these groups on topics such as GASB 54, Fraud, Internal Controls, Reading Financial Statements, Government Accounting Standards, and Ethics.

Section 4 – Why Bonadio?

Distinguishing Services

We believe that our firm provides the City with the most comprehensive audit solution. Although we are more than capable of performing the audit and issuing a report to the City Council – that's not what sets us apart.

Much of the value we bring to the City *is included as part of our fixed fee* for the audit like Nick Mazza, our Municipal Consultant or the ERM approach to computer controls that we employ.

In addition, there are many other services we can provide. At Bonadio, we strive to go above and beyond in serving our clients. Our services go far beyond the standard auditing capabilities. When you need more than just an auditor, we have the experts to help you.

- The Bonadio Fraud Hotline — Studies have found that fraud hotlines are among the most effective methods of detecting and deterring fraud. The hotline includes a dedicated number for the City. Calls are confidential and are handled by one of our government forensic accountants and reported to the City on a monthly basis or sooner if deemed necessary.
- Regulatory Compliance Programs – Whether you're facing regulations relating to compliance with New York Medicaid Program requirements, Medicare funding, HIPAA or others, we have the experience, expertise and tools to help you achieve or maintain compliance.
- Forensic audits — Should the City determine that a fraud has occurred and a forensic audit is needed, our team of certified public accountants, certified fraud examiners and certified internal auditors are capable of responding immediately, discretely, and comprehensively to any suspected allegation of fraud.
- Information Technology Consulting — Our Information Technology Consulting services are designed to help our clients maintain confidentiality, integrity and availability of data, assets and infrastructure. We also assist our clients in complying with the ever growing myriad of federal and state regulations relating to information security and data protection.
- Training – Another valuable, yet often overlooked tool that may be offered to the City is training. Our experts often provide training throughout the state on topics that pertain to the City such as Ethics compliance, Medicaid compliance, HIPAA compliance and general accounting topics to name a few.

Our expert auditors and consultants have a proven track record of adding to value. Here are some examples:

- Our Municipal Consultant Nick Mazza has assisted several municipalities with key management recruitment projects including County Executives, City Managers and other key positions. A sample of projects include the City of Canandaigua and Seneca County.
- Our Enterprise Risk Management team has worked with several municipal IT departments in reviewing their IT vendor contracts to determine whether there were unnecessary items included that may be removed to achieve a lesser price while providing the municipality with the resources needed.
- We assisted one of our college clients with a very complex payroll tax case. After working with two appeal settlement officers for the IRS, we were able to reduce tax penalties and interest from over approximately \$3,000,000 to approximately \$15,000.
- We have assisted some of our college clients in setting up or enhancing their corporate compliance committee. Through these projects we defined prioritized tasks, drafted actionable policies, and performed onsite testing and training. Our assessments and consulting involved a myriad of compliance requirements, such as HIPAA, FERPA, GLBA, TEACH, PCI DSS, and HEOA.